BUSINESS TRANSFER AGREEMENT

dated [date]

between

THE BANKRUPTCY ESTATE OF WANDERWORD I SVERIGE AB

and

[BUYER]

BUSINESS TRANSFER AGREEMENT

This business transfer agreement (the ”Agreement”) has on this day been entered into between:

(1) The Bankruptcy Estate of Wanderword i Sverige AB (Swedish org. no. 559189-6906), c/o Advokatbyrån Kaiding, Box 112, 971 04 Luleå (the ”**Seller**”), and

(2) [Buyer], reg. no. [#], with address [address] (the ”Buyer”).

The Seller and the Buyer are hereinafter referred to as each a “Party” and jointly the “Parties”.

1. BACKGROUND

1.1 Wanderword i Sverige AB (the “**Company**”) is a Swedish company founded in 2019 in Boden, Sweden. The Company, which started as a game developer, has in recent years developed the e-learning tool Fabella, which lets users design a course with the help of AI. The Company has also developed and operates audioguides used in the tourism and hospitality industry.

1.2 The Company entered bankruptcy on 24 August 2026. Sami Hietala member of the Swedish Bar Association, working at Kaiding law firm in Luleå, Sweden, is appointed as the official receiver.

1.3 The Buyer has declared its interest in acquiring from the Seller the business previously operated by the Company (hereinafter the “**Business**”).

1.4 In view of the foregoing, the Parties have entered into the following Agreement.

2. BUSINESS TRANSFER

2.1 The Seller hereby sells and transfers the Business to the Buyer and the Buyer hereby purchases and acquires the Business from the Seller pursuant to the terms and conditions of this Agreement.

2.2 The Business includes the following assets and rights (the “**Assets**”):

a) all material assets listed in Appendix 1;

b) the source code and all other rights, immaterial assets and technical and commercial know-how related to the product Fabella, including login credentials to all third-party services used to host and run Fabella;

c) the source code and all other rights, immaterial assets and technical and commercial know-how related to the audioguides, including login credentials to all third-party services used to host and run the audioguides;

d) all other intellectual property rights and technical and commercial know-how which are used in the Business, to the extent such are transferable and can be freely disposed of by the Seller;

e) marketing material and technical, commercial and legal information appurtenant to the Business.

2.3 The Buyer acquires through this Agreement all assets and rights related to the Business even if they are not explicitly set forth above in Section 2.2, to the extent such are transferable and can be freely disposed of by the Seller.

2.4 The employees of the Seller listed in Appendix 2.4 have been given notice of termination. Thus, the transfer of the Assets pursuant to this Agreement does not include rights and obligations to employment agreements.

2.5 The Buyer is aware of and acknowledge that terminated employees might have precedence in re-employment and is aware of its obligation in accordance with the Swedish Employment Protection Act with respect to the rules governing order of priority in re-employment and negotiations pertaining to co-determination in the workplace.

2.6 The Agreement and the transfer does not include the Companys agreements with customers or suppliers. Nor does it include other agreements that the Company has entered. The Buyer is referred to contact counterparties in order to enter new contracts.

2.7 The transfer does not cover any obligations, liabilities, duties or undertakings other than those explicitly set forth in this Agreement. For the avoidance of doubt, the Parties declare that no other liabilities or obligations than those specifically set out in this Agreement shall be assumed by the Buyer and that all other debts, obligations and liabilities incurred before the Closing Date shall remain with the Seller.

3. PURCHASE PRICE AND PAYMENT

3.1 The agreed purchase price for the Business amounts to SEK [amount] (hereinafter the "**Purchase Price**"),

3.2 The Buyer shall pay the Purchase Price on the Closing Date (as defined below) by wire transferring the amount to the Seller's bank account in [bank], clearing number [number], account number [number].

3.3 Since the transfer stated in the Agreement comprises the Seller's entire business (with certain minor exceptions), the Parties are of the opinion that no value added tax shall be paid. In the event value added tax must be paid, the Buyer shall pay value added tax upon receipt of an invoice from the Seller.

4. CLOSING

4.1 The Business shall be transferred to the Buyer on [date], or such earlier day as agreed between the Parties ("**Closing Date**") at [time], at the Seller's office in.

4.2 At Closing Date, the following measures shall be taken:

a) The Seller shall deliver those Assets which can be physically transferred and the documents necessary to enable the Buyer to complete the acquisition of the Business and the Assets, and for title to the Assets to pass to the Buyer.

b) The Buyer shall pay the Purchase Price to the Seller's designated account. In the event of a significant delay in payment, the Seller shall be entitled to terminate the Agreement and/or seek damages.

4.3 The Seller retain title to the Assets until such time as full and final payment of the Purchase Price has been received. The Buyer shall not be entitled to acquire the Assets or dispose of the Assets by sale or otherwise prior to such time as payment is made.

4.4 If closing has not taken place in accordance with 4.2, and this is due to a Party's failure to comply with its respective obligations in Section 4.2, the Buyer, in the case of non-compliance by the Seller, or the Seller, in the case of noncompliance by the Buyer, shall be entitled to, by written notice to the other Party:

a) fix a new date for closing, in which case Section 4.1, 4.2 och 4.3 shall apply to the closing as so deferred, but provided that such deferral may only occur once; or

b) terminate this Agreement.

5. INSURANCE

5.1 Up until the Closing Date, the Seller shall keep the Business insured to the extent comparable to the Company's insurance cover before the bankruptcy. Commencing on the Closing Date, it shall be incumbent upon the Buyer to insure the Business and the Assets.

5.2 The Agreement shall survive in the event an indemnifiable loss occurs prior to the Closing Date, whereupon the Buyer shall, in consideration of the agreed Purchase Price, assume the Seller's right to the insurance indemnity payment.

6. WARRANTIES ETC.

6.1 The Buyer is aware that the Seller is a bankruptcy estate with limited knowledge regarding the Business and the Assets. The Buyer has been offered the opportunity to examine and conduct an inventory and due diligence with respect to the Business and the Assets in all manners. As a consequence thereof, the Business and the Assets are sold "as is" and without any assumption of liability by the Seller with respect to delays, deficiencies, specific faults, abstract faults, faults regarding fitness for particular purpose, legal faults or intellectual property faults. The waiver pertains also to any liability pursuant to Chapter 10 of the Swedish Environmental Code and other environmental liability according to any applicable law.

6.2 The Seller has not provided representations regarding the Business or Assets which are being acquired by the Buyer pursuant to this Agreement nor with respect to the condition of the Assets other than as expressly set forth in this Agreement.

6.3 The Buyer hereby expressly accepts the condition of the Business and the Assets, and the Buyer thus waives the right to invoke any fault as a consequence of the transfer. This undertaking by the Buyer has been taken into consideration when determining the Purchase Price.

7. MISCELLANEOUS

7.1 Costs associated with registration of title in conjunction with the purchase shall be borne by the Buyer.

7.2 This Agreement constitutes the entire agreement between the Parties with respect to the issues covered by the Agreement. Any and all previous written and oral undertakings and representations are hereby replaced and superseded by this Agreement.

7.3 In order to be valid, amendments and supplements to this Agreement must be in writing and duly signed by authorized representatives of the Parties.

7.4 In the event any provision of this Agreement is deemed unlawful, invalid or is otherwise void, such provision shall be deemed separable from the other provisions of the Agreement and such severance shall not affect the validity and enforceability of the remaining provisions. In such cases, the invalid provision shall be replaced by a valid provision agreed upon by the parties in order to achieve the same result, both financially and in other respects.

7.5 The Parties shall be entitled to inform third parties with respect to the transfer covered by this Agreement. However, the Purchase Price may not be disclosed without due cause and where such disclosure is not required by law. The Buyer is aware that the Seller is a bankruptcy estate and as such has obligations to provide information, including the Purchase price, regarding the transfer to relevant creditors and authorities.

7.6 Disputes pertaining to the interpretation or application of this Agreement shall be determined in accordance with Swedish law in Swedish courts of law.

Lulea [date] 2026

The bankruptcy estate of Wanderword i Sverige AB	[the buyer]
Sami Hietala	Signature